

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * * * *

BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation,)	Case no. 2:13-cv-00469-LRH-(PAL)
)	
Plaintiff,)	<u>ORDER</u>
)	
vs.)	
)	
YOEL INY; NOAM SCHWARTZ; YOEL INY, Trustee of the Y&T INY FAMILY TRUST dated June 8, 1994, as amended; NOAM SCHWARTZ, Trustee of the NOAM SCHWARTZ TRUST dated August 19, 1999; D.M.S.I., LLC, a Nevada limited liability company; and DOES 1 through 10, inclusive,)	
)	
Defendant.)	

Before the court is Plaintiff's Motion for Voluntary Dismissal of action Without Prejudice (#69¹) in which Plaintiff requests dismissal of this case without prejudice pursuant to the Federal Rules of Civil Procedure, Rule 41(a)(2), because the plaintiff has entered into a settlement and release agreement ("Agreement") with White Beauty Development, LLC whereby the parties to the Agreement provide that this action will be dismissed without prejudice. If White Beauty Development, LLC performs pursuant to the Agreement, the loan will be paid and there will be no action brought against the Defendants, the original guarantors of the loan. However, if White Beauty Development, LLC does not perform pursuant to the Agreement, Plaintiff reserves its right to bring a new action against the Defendants. No opposition to the motion has been filed.


¹ Refers to the court's docketing number.

1 Good cause appearing,

2 IT IS HEREBY ORDERED that this case is **DISMISSED** without prejudice.

3
4 IT IS SO ORDERED.

5 DATED this 24th day of June, 2015.

6 
LARRY R. HICKS
UNITED STATES DISTRICT JUDGE